it does not control *Lincoln* v. *Burrage.* The defendant in this case had never contracted with any one unless the covenant of his vendor ran with the land, while the plaintiff no longer retained any interest in the adjoining property. The Court which decided *Irving* v. *Turnbull* would doubtless have held the same as the Supreme Court of Mass.

INSURANCE.—ONE YEAR TERM POLICIES.—Few decisions of recent years have so excited the interest of life insurance people as that of the *Bankers' Life Insurance Company of New York* v. *Insurance Commissioners,* 48 Atl.—, decided January 30, 1901. The Supreme Court of Vermont granted a mandamus to license the petitioners to do business in Vermont. The statute of that State directs that a foreign insurance company shall be licensed only after the company has proved that it possesses *inter alia* assets equal in amount to its outstanding liabilities "reckoning the premium reserve on its life risks based on the Actuaries' Tables of Mortality, with interest at four per cent., as a liability." V. S., § 4178. The petitioners claimed that their policies were so worded as to amount to two contracts, viz., a one year term policy and a life policy to commence one year from date. This first year term policy, the company claimed, required no reserve. The difference between "term" and "life" insurance is most important. In the former, the policy holder is insured only during the term, with no right to renew the contract at the same rate. Thus, a man who insures his life annually, by one year terms, would pay rapidly increasing premiums each year, whereas if he takes out a life policy he starts at a much higher rate which, however, remains uniform. In life insurance a company insures a rapidly increasing risk at a uniform rate by collecting a reserve, when the policy begins to run, sufficient to bring the premiums up to the cost of insurance when the policy and the insured are old. The commissioners had refused to license the petitioners on the ground that the policies in question were, in fact, life policies, requiring a reserve from the first year. The obligations and rights of both parties were identical with those in the ordinary life policy; therefore, to call the first year a term policy was a mere misnomer, (1899 Vt. Ins. Com. Report, p. 12). Chief Justice Taft, in delivering the unanimous decision of the Court, paid little, if any, attention to the contentions of counsel of either of the parties and decided the case on points not raised by counsel in their briefs or in argument. He said that the spirit of the statute was directed against insolvent companies, and that the premium reserve was no test of a companies' actual solvency. Actuarial science required that all companies must collect a reserve to meet the increasing risks of life insurance, but it made no difference when this reserve was collected. To require a young company to accumulate a sufficient reserve during its first year would be to smother it in its swaddling clothes. The petitioner's interpretation of the statute "would create such monopolies that the modern trusts would blush for their departing laurels." From a legal point of view it is unfortunate that

the learned justice did not rest his decision on more legal grounds. His reasoning based upon public policy and business necessity should be well considered by legislatures before any further statutes similar to that in Vermont are passed. The time-honored custom which requires a premium reserve during the first year of a life policy would seem to be of doubtful propriety. If the premiums are so arranged that a sufficient reserve must of necessity be collected before the annual risk becomes larger than the annual premium, why need this reserve be collected at any particular stage in the life of the policy? But this is not the reasoning of the statute, which must refer to the time-honored method of reckoning reserves. The policies of the petitioners were drawn in order to avoid what they considered an unjust statute and they rested their claims on the peculiar form of their policy. Their contentions are strong and had the decision been rested upon them, it would probably carry more weight. It would show the uselessness of trying to compel a company to collect its reserve at any particular period in the life of the policy—a company can issue term insurance to cover any period during which it does not want to lay up a reserve. It cannot do this for any great length of time, because the reserve on a policy must be collected sometime before the risk equals the annual premium, and it would be impossible to accumulate enough if the number of years were cut down beyond a certain limit. The company should merely be required to show that it is collecting enough to have a reserve on hand for each policy before the annual risk equals the annual premium.

BANKRUPTCY—REVOCATION OF DISCHARGE.—If it be shown that a discharge was "obtained through the fraud of the bankrupt, and that the knowledge of the fraud has come to the petitioner since the granting of the discharge, and that the actual facts did not warrant the discharge," the District Court will, by Section 15, revoke the discharge. The Act of 1867, Sect. 34, was construed to mean that a discharge was to be set aside only because of new evidence which, if known at the time, would have prevented a discharge, and the fair import of the 1898 Act is that, primarily, the fraud urged should not be open to the plea of *res judicata*. In the case *in re Hoover*, 5 Am. B. R., 247 (E. D. C., Pa., 1900), the Court makes considerable point of fraud in obtaining the discharge as the only ground for a revocation. Judge BROWN, *in re Meyers*, 3 Am. B. R., 722 (S. D. C., N. Y., 1900), said that the same facts which would have prevented a discharge constitute a fraud in the procuring of the discharge. Judge LOWELL, *in re Rudwick*, 2 Am. B. R., 114 (D. C., Mass., 1899), speaks of a revocation only on the ground of fraud in the procuring of a composition. Unless any fraud which would have prevented the granting of a discharge is *per se* a fraud in procuring a discharge, this narrow interpretation is not consistent with the Act of 1898; and if these distinctions in kind of fraud are without a difference, the real governing principle is